

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CINDY CHEN, and HOG ZENG GOU, on
behalf of themselves and others similarly
situated,

Plaintiffs,

-against-

SHANGHAI CAFE DELUXE, INC., d/b/a
Shanghai Café, EILE WAN, PING LIN, and
XINSHENG GU,

Defendants.

USDC SDNY
DOCUMENT
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DATE FILED: 2/6/2020

ORDER

16cv4790 (DF)

DEBRA FREEMAN, United States Magistrate Judge:

On February 4, 2020, plaintiff Hog Zeng Gou (“Gou”) filed – through the Court’s *Pro Se* Office – a “Notice of Discharge of Attorney,” stating that he was discharging John Troy, Esq. (“Troy”), of Troy Law, PLLC (“Troy Law”), as his attorney of record in this case, and was “electing to proceed in this action *pro se*.” (Dkt. 92.) Gou also stated, in his filing, that he was further requesting that Troy turn over Gou’s file to him. (*See id.*) Although the Court held a conference on today’s date in this case, as well as in the related cases – *Chen v. Shanghai Café Deluxe, Inc., et al.*, 17cv2536, and *Yu v. Shanghai Dumpling, Inc., et al.*, 19cv7601 – that have been consolidated with the above-captioned case for trial, the Court neglected, at the conference, to address Gou’s filing.

Similarly, the Court notes that the matter was not addressed by Aaron B. Schweitzer, Esq. (“Schweitzer”), of Troy Law, who appeared at the conference. Indeed, Schweitzer made no reference to Gou at all at the conference, stating only that he was appearing on behalf of plaintiff Cindy Chen (and, in connection with one of the related cases, plaintiff Su Ping Yu), and, in discussing Plaintiffs’ settlement position, making no reference to Gou’s claims. Yet Troy Law has not filed a motion to withdraw from representing Gou, and, to date, neither Troy nor Schweitzer

(who, like Troy, is currently listed as an attorney of record for Gou) has been relieved by the Court as his counsel. *See* Local Civ. Rule 1.4 (providing, in part, that “[a]n attorney who has appeared as attorney of record for a party may be relieved or displaced only by order of the Court and may not withdraw from a case without leave of the Court granted by order”).

Under the circumstances, it is hereby ORDERED that, no later than February 7, 2020, Troy Law shall inform the Court, in writing, as to (1) whether Troy Law informed Gou of today’s conference and of the fact that Gou was supposed to appear in court for the conference; (2) whether, up to the date of Gou’s submission on February 4, 2020, Troy Law had been actively taking steps to represent Gou in connection with this action, both in preparing for trial (which, up until this morning’s conference, had been scheduled to commence on February 25, 2020) and in any supposedly ongoing settlement negotiations; and (3) whether Troy Law now seeks leave to withdraw from further representation of Gou, and, if so, whether Troy Law would assert a retaining or charging lien.

It is further ORDERED that, no later than February 10, 2020, Troy Law shall provide a copy of this Order, together with a copy of the firm’s responsive submission, to Gou. If, to Troy’s or Schweitzer’s knowledge, Gou has any difficulty reading or understanding English, then Troy Law shall also provide Gou with copies of this Order and the firm’s response that have been translated into Gou’s native language.

Gou is cautioned that, if the Court permits him to proceed *pro se* in this action, then he will be expected to participate fully in these proceedings, including by meeting all Court-ordered deadlines, appearing in court when directed to do so, participating in preparing any pretrial submissions, and presenting his case at trial without the benefit of counsel. He will also be required

to comply with all rules governing the conduct of proceedings in this Court. His failure to meet his obligations to prosecute this action on his own behalf could result in the dismissal of his claims.

Dated: New York, New York
February 6, 2020

SO ORDERED



DEBRA FREEMAN
United States Magistrate Judge

Copies to:

All parties (via ECF)